



भारत का राजपत्र The Gazette of India

असाधारण

EXTRAORDINARY

भाग I—खण्ड I

PART I—Section 1

प्राधिकार से प्रकाशित

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation.

MINISTRY OF FOREIGN TRADE

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 4th April, 1970

SUBJECT:—Licensing conditions for Seventh Kipping Loan U.K./India Mixed Imports Loan 1969.

No. 50-ITC(PN)/70.—The terms and conditions governing the issuance of licences under U.K./India Mixed Imports Loan, 1969 (Seventh Kipping Loan) as given in Appendix to this Public Notice are notified for information of the trade.

APPENDIX

Licensing conditions for seventh Kipping Loan U.K./India Mixed Imports Loan 1969.
(Seventh Kipping Loan £ 4 Million)

Schedule of conditions Governing Import licences issued under said loan.

Licence No. _____ KQ (69) dated _____

1. Each I/L number will contain a "KQ(69)" suffix and all contracts, invoices and/or contract certificates referring to goods to be imported under the licence shall be marked by the importers/supplier with the I/L number with the said suffix.

2. No remittance of foreign exchange is permitted against this import licence. Any payment towards Indian Agents commission should be made in Indian Rupees.

to the agents in India. Such payments, however, will form part of the licence value and will, therefore, be charged to the licence.

3. The licence will be issued with an initial validity period of 12 months as mentioned in Public Notice No. 29-ITC(PN)/70 dated 9th February 1970. Firm orders, on C.I.F. or C. & F. basis, must be placed on the suppliers in U.K. (which expression includes the Channel Islands and the Isle of Man) within four months from the date of issue of the import licence. If orders cannot be placed within four months for valid reasons the licence should be submitted to the licensing authority *during the 5th month*, giving the reasons for the delay in placing orders and indicating the date by which orders would be placed and extension in the period for ordering as necessary. Such requests will be considered on merits by the C.C.I. & E., in consultation with the Ministry of Finance (Department of Economic Affairs), where necessary.

IMPORTANT NOTE.—It is necessary that ordering is completed within 4 months (or any extended period allowed by the licensing authority in any case). The authorised dealers in foreign exchange will not permit establishment of letters of credit, and deposit of rupee equivalents, unless this requirement is complied with.

4. All payments must be completed within one month after expiry of licence. Individual payments must be arranged upon shipment of goods. No credit facility of any kind will be permitted.

5. *Special points to be incorporated in the orders Contracts.*—(i) *Origin of Goods.*—While placing firm orders/contracts, the licensee must ensure by a provision in the same that the goods purchased are or will be wholly produced or manufactured in the U.K., or in the case of chemicals and allied products, goods which are duly declared to be of U.K. origin on the form attached as Annexure VII Appendix 'C' (Chemicals). When the contract also provides for works and services, in connection with the purchase of such goods, it must similarly be ensured by a suitable provision therein that such works and services are or will be provided by persons ordinarily resident of carrying on business in the U.K.

(ii) *Payments.*—Payments to the U.K. suppliers can be arranged only in the manner prescribed in para 6 below, and on production of documents specified in para 7; the payment and documentation procedure should be briefly incorporated in the contract.

(iii) It should be provided in the contract that the contract should indicate the complete licence No. including suffix "KQ69" in his invoice, contract certificate and payment certificates.

NOTE.—If, in any case, contract is placed on the Indian Agent of the foreign supplier, the contract with the Agent should indicate the name and address of the U.K. supplier to whom payment is to be made for the sterling portion of the contract, which alone will qualify for payment under the loan. Copies of such contracts (or of contracts placed by Indian Agents with U.K. suppliers, if there are such separate contracts) should be sent along with letters of credits as prescribed in para 8(ii) below.

6. *Payments against I/L—letter of credit procedure.*—(a) Payments to U.K. suppliers shall be arranged by importers by opening irrevocable and confirmed *letters of Credit* in favour of the suppliers through any of the Exchange Banks in India on one of the correspondent Banks in U.K. Such letters of credit would provide for payments to the suppliers on submission of certain prescribed documents [see para 7(ii) below] and would be opened subject to the condition that the correspondent banks in U.K. would, after making payments to the beneficiaries initially out of their own funds, obtain reimbursement therefor, from the State Bank of India, London, through the Chief Accounting, Officer to the High Commission for India, London. The Bank charges of the U.K. Banks would be recovered by them directly from the Indian Bank concerned, and, in no case, are these to be claimed for reimbursement from the State Bank of India, London.

(b) The detailed procedure for opening of said letters of credit will be as follows:—

(1) Within three weeks after placing orders with the U.K. suppliers, the importer should apply to the Senior Accounts Officer, Economic Aid Accounts Branch, Ministry of Finance (Department of Economic Affairs), Jeevan Deep Building, Parliament Street, New Delhi, for a letter of authorisation for opening a commercial letter of credit in favour of the suppliers. The application should be in the form in

Annexure—I and should be accompanied by a Bank Guarantee in the Form in Annexure II obtained from an authorised dealer in foreign exchange in India. The application should also indicate specifically the name and address of the U.K. Bank with which the letter of credit is to be established. The Bank Guarantee should be for the full value of the Import licence plus one per cent thereof. The Bank Guarantee should be executed on a non-judicial stamp paper, the value of the stamp being adjudicated by the Collector in accordance with the provision of section 31 of the Stamp Act, 1899.

[Bank Guarantee is not required from public sector projects/undertakings. (But) in such case, the letter of credit will be opened through a branch of the State Bank of India only.]

(2) If the application is found to be in order, the Ministry of Finance, Department of Economic Affairs, will communicate their authorisation for the requisite amount to the Importer and the Indian Bank concerned, indicating, *inter-alia*, the name of the U.K. Bank with whom letter of credit in favour of U.K. suppliers should be opened. The Department of Economic Affairs will also advise the U.K. Bank concerned suitably and also Chief Accounting Officer, High Commission of India, London. But this advice to the U.K. Bank will be sent to the Indian Bank along with their copy of the authorisation letter, who should then transmit it in original to the U.K. Bank while opening the letters of credit. The letters of credit should be opened within three weeks from the date of issue of the authorisation under intimation to the Ministry of Finance failing which the authorisation shall lapse. The Letter of Credit opened by the Indian Bank on the designated U.K. Bank against the letters of Authorisation issued by Ministry of Finance should detail the conditions to which the licence is subject and call for the submission of all the documents detailed in para 7 below. The requests for opening letters of credit by Indian Banks must accord completely with the authorisations for opening letters of credit issued by the Ministry of Finance. There should be no discrepancies in any respect.

(3) Within seven days of the receipt of advice of payment with shipping documents from the U.K. Banks, the Indian Bank concerned shall collect from the importer and the cost of imports in rupees at the rate of Rs. 18-18 for £ 1.00 [see note (ii) below] plus interest charges at 6 per cent per annum for the period from the date of payment to the U.K. supplier by U.K. Bank to the date of deposit of the rupee equivalent.

(4) The amount collected from the importer, should be deposited by the Bank to the credit of the Government of India in the Reserve Bank of India, New Delhi or the State Bank of India, Delhi, or if it is not feasible, remitted by means of Demand Draft drawn on and in favour of the State Bank of India, Tis Hazari, Branch, Delhi. Thereafter, the Treasury Challan evidencing the deposit shall be sent by registered post to the Senior Accounts Officer, Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, Jeevan Deep Building, Parliament Street, New Delhi indicating references to and enclosing copies of the Invoice/shipping documents and the Authorisation of that Department to which the transaction relates. The Indian Bank concerned shall also, on demand by the Government of India, New Delhi, arrange deposit within seven days in the Reserve Bank of India, New Delhi/State Bank of India, Delhi or if it is not feasible by means of a Demand Draft drawn on and in favour of the State Bank of India, Tis Hazari, Branch, Delhi, of such additional amount on account of Service charges as may be demanded by the Government of India. The Indian Bank concerned shall release the original shipping documents to the Importer only after the deposits aforesaid are made to the Government of India.

NOTE.—(i) While arranging for rupee deposits, the Importers should fill in duplicate, the Form "B" incorporated in Annexure II of the Public Notice No. 184-ITC(PN)/68 dated 30th August 1968 and present the same to their Bank in accordance with the procedure prescribed in the said Public Notice.

(ii) The rate of exchange *viz.*, £ 1=Rs. 18.18 mentioned above is the prevailing composite rate of exchange and any change in the same will be notified as and when decided upon by the Government of India.

(iii) The amounts including interest and service charges to be deposited to the credit of the Government of India shall be creditable under the Head of Account "T. Sec. Deposits and Advances—Part II Deposit—Deposits not bearing interest—C. Other deposits accounts—Civil deposits—Deposits for purchases abroad from U.K.—Purchases under U.K. Loan—Purchases under UK/India Mixed Imports Loan 1969 (Seventh Kipping Loan of £ 4 M.)" and the Accountant General, Central Revenues, New Delhi shall be shown as the Accounts Officer who will adjust these credits.

(iv) The above arrangements do not absolve the importers of their responsibilities and obligations to make the necessary rupee deposits within the prescribed time limit.

(5) After the obligations in terms of the Bank Guarantee and the letter of credit authorisation issued by the Ministry of Finance are fulfilled, the Indian Bank can apply to the Senior Accounts Officer, Economic Aid Accounts Branch, Ministry of Finance, Department of Economic Affairs, for the release the Bank Guarantee. The application must be made by the Indian Bank (not by the importer) in the form laid down in Annexure-V.

7. *Documentation Required.*—(i) The importer is responsible to see that the UK supplier completes and submits the documents detailed in (2) below (in so far as these relate to him) and Annexure III to the UK Bank at the time of opening of L/C and also at the time of claiming payment for the goods supplied. Each document must show the loan number, details of import licence including suffix "KQ(69)", and, if possible, the Ministry of Finance, Letter of Credit authorisation particulars.

(2) While opening letters of credits, the authorised Bank in India, on behalf of the importer, will be required to incorporate the following conditions in the Letter of Credit or their forwarding instructions to the correspondent Bank in U.K.:—

(i) Attach five Blank copies of the contract certificate in the prescribed form Annexure VI or VII, Appendix C or Appendix "C" (Chemical) (whichever is appropriate) or to each letter of credit.

(ii) Provide, in the letter of credit, that the beneficiary, must, within four working days after receiving the letter of credit, send four completed copies of the certificate together with two copies of the contract (or letter or credit when there is no contract) to the correspondent bank concerned in UK.

Provide, further, in the letter of credit, that, as and when goods are shipped, and payment thereof, falls due, the supplier shall present to the UK Bank, the following documents:—

(a) The original invoice, with three photo copies or copies made by any other process.

(b) Three copies of the payment certificate in the form shown in Annexure VIII Appendix E (For chemicals and allied products the invoice only is required).

(iii) The correspondent bank should forward three copies of the contract certificate and two copies of the contract (or letter or credit) to Chief Accounting Officer, High Commission of India, (Accounts Department), India House Aldwych London EC-2, who would then transmit same to UK Government (ODM) and obtain their acceptance of each contract for payment out of loan and advise same to correspondent banks in cases of contracts of over £ 10,000 only.

(iv) For each single contract, value £ 10,000 or less the correspondent bank in UK to issue letters of credit and advise same to beneficiaries straightaway as confirmed and irrevocable, payments being made thereafter in the usual way upon presentation of prescribed documents.

For contracts, above £ 10,000 (each), the letters of credit to be issued on *provisional basis initially* with a provision to the effect that they shall become operative only subsequently on receipt of advice from the CAO of the acceptance of the contracts ODM, London, *vide* (iii) above. Thereafter payments being made to suppliers in the usual way.

(c) After payment, the correspondent banks would claim reimbursement of the amounts paid by submitting payment certificates Annexure VIII—Appendix E, where appropriate—and invoices received from suppliers, from CAO, High Commission of India, London, who would arrange payment to them through State Bank of India, London. Simultaneously they would, send by **AIR MAIL**, the original negotiable set of documents, along with a statement of their sterling charges, to the Indian Bank opening the L/C.

NOTE.—(1) The UK Banks would recover their charges directly from the Indian Bank concerned, and, in no case, they should claim same from the state Bank of India, London.

(2) If at any time a contract is amended, or if liability is incurred or is to be incurred thereunder to a greater or lesser amount than the amount specified in the contract certificate, and the necessary letter of credit is also amended conse-

quently, such amendments, together with relevant supplementary or revised contracts (amendment), should also be processed in the same manner as the initial L/Cs.

(3) [Important].—The importers and the Indian Banks should particularly note, condition (iv) above regarding contracts above £10,000. In all such cases contracts and letter of credits must contain a provision that they shall not become operative until relevant documents have been forwarded to the Ministry of Overseas Development in the UK and the CAO, London has informed the correspondent banks in the UK which are concerned that the contract to which the letter of credit relates is eligible for payment from the loan.

8. *Refunds from UK suppliers.*—If any money is received by the licensee from the UK supplier or a guarantor (insurance company, etc.) such amounts should be arranged to be refunded by the supplier to the concerned correspondent Bank in UK (from where the payment was initially received under L/C) with instructions to refund the amount, in turn, to CAO London. Subsequently on receipt of confirmation of the refund from CAO, London/ODM, an equivalent amount in rupees (i.e., the equivalent of what the importer actually paid to Government) will be arranged to be refunded to the importer by the Ministry of Finance upon receipt of claim therefor from the importer. If any refund is received after the close of the loan, the same will have to be made by the supplier direct to the importer.

As and when any such refund is received, a report thereof should also be made to the Ministry of Finance, with copy of the Ministry of Industrial Development and Company Affairs (Department of Industrial Development), Foreign Exchange Section, Udyog Bhavan, New Delhi.

9. *Reports on ordering and utilisation of licence.*—A monthly report, in the form attached (Annexure IV) showing the utilisation status of the licence, should be furnished to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi, until the licence is fully utilised, with a copy to the Ministry of Industrial Development & Co., Affairs, Department of Industrial Development, Foreign Exchange Credit Section, Udyog Bhavan, New Delhi.

10. *Notifying supplier.*—The licensee should apprise the supplier if there is any special provision in the import licence which may affect the suppliers in carrying out the transaction.

11. *Disputes.*—It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the licensee and the suppliers.

12. *Future Instructions.*—The licensee shall promptly comply with any directions, instructions or orders issued by the Government regarding any or all matters arising from or pertaining to the import licence and for meeting all obligations under the credit agreement.

13. *Breach or Violation.*—Any breach or violation of conditions set forth in the above clauses, will result in appropriate action under the Imports and Exports (Control) Act.

14. *List of Annexures by Titles.*—Annexure-I Form of application for Letter of Credit Authorisation.

Annexure-II Bank Guarantee Form.

Annexure-III Documents required from suppliers.

Annexure-IV Monthly report on ordering and utilisation of I/L.

Annexure-V Form of application for release of Bank Guarantee.

Annexure-VI Contract Certificate (Appendix-C).

Annexure-VII Contract certificate (Chemicals) Appendix-C (Chemicals).

Annexure-VIII Payment certificate (Appendix-E).

ANNEXURE I

Form of application for Letter of Credit Authorisation

To

The Senior Accounts Officer,
Economic Aid Accounts Section,
Ministry of Finance,
(Department of Economic Affairs),
Jeevan Deep Building,
Parliament Street,
New Delhi.

SUBJECT:—Import of _____ from U.K. under
U.K. Loan _____

Sir,

In connection with the import of _____ from U.K. against the above U.K. Loan, we furnish the following particulars to enable you to issue us authorisation for opening a Letter of Credit through our bankers on the U.K. Bank designated by you:—

(a) Particulars of Import Licence.

No. & Date	Value	Date upto which valid.
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(Rs.)

(b) Sterling value of licence
(calculated at £ 1 per Rs. 18).

(c) Sterling value of the orders placed for which authorisation is required specifying the name and address of the U.K. supplier/suppliers and the amount/s of authorisations required separately against each supplier (copy of orders placed and U.K. supplier's acceptance thereof to be attached).

(d) Name of U.K. Correspondent Bank who will advise the Letter of Credit to U.K. supplier.

(e) Name of the Indian Bank which has furnished the Bank Guarantee and which will open the Letter of Credit.

NOTE.—Bank Guarantee is not required from Public Sector Projects/undertakings. But in such cases L/C is to be opened through any branch of the State Bank of India only.

The Bank Guarantee furnished by _____ and which
(Name of Bank)

has been duly adjudicated by the Collector in accordance with the provisions of Section 31 of the Stamp Act, 1899 is attached.

ANNEXURE II

Form of Bank Guarantee

To

The President of India,
Through Secretary to the Government of India,
Ministry of Finance
(Department of Economic Affairs)
New Delhi.

Sir,

In consideration of the President of India hereinafter referred to as 'the Government' having agreed to arrange for payment in foreign currency of the price of goods to be imported by:

*(1) _____ (2) _____ (3) _____ (4) _____	{ Individual / partner working under name and style of Messrs. _____
[Name (s) & address (es)]	

*Messrs. _____ a company having its registered office at _____ in the State of _____ hereinafter referred to as the 'Importers' under Licence No. _____ dated _____ granted for _____ Rupees, we _____ hereby guarantee that we shall arrange deposit to the credit of the Government in the Reserve Bank of India, New Delhi/State Bank of India, Tis Hazari, Delhi or by means of a Demand Draft drawn on and in favour of State Bank of India, Tis Hazari, Delhi (for credit to the Central Government Account) to be provided to the said Tis Hazari, Branch.

(i) Within seven days of the receipt of advice of payment with shipping documents, from the UK Banks, of rupee equivalent of the invoice price representing the Sterling disbursements made by the U.K. Banks under the Letter of Credit established by us against the Letter of Credit authorisation issued by the Ministry of Finance at the rate of Rs. 18.18 per £ 1.00 along with interest thereon at six per cent per annum from the date of payment to UK suppliers to the date of Deposit of rupee equivalent.

(ii) Within seven days of the demand by the Government of such additional amount as may be demanded by the Government as being due on account of service charges.

2. We, _____ undertake to pay to the Government on demand and without demur such sum not exceeding _____ rupee (plus interest and service charges as aforesaid) as may be demanded by the Government in the event of the Importers failing or neglecting to make any of the above mentioned said payments and the decision of the Government as to such failure or neglect on the part of Importers and as to the amount payable to the Government by us hereunder shall be final and binding on us.

3. We, _____ agree and undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

4. We, _____ agree and undertake not to release shipping documents to the Importer until after the rupee equivalent as aforesaid and the other dues, if any, as demanded by Government as deposited to the credit of the Government.

5. The guarantee herein contained shall not be affected by any change in the constitution of the Importers or of our Bank.

6. The Government shall have the fullest liberty without affecting this guarantee to vary any of the terms of the Import Licence detailed above or to extend the time for payment by the Importers from time to time or to postpone for any time and from time to time any of the powers exercisable by it against the importers and we, _____ shall not be released from our liability under this Guarantee by any exercise by the Government of the liberty with reference to the amount aforesaid or by reason of any such variation or extension of time being given to the importers or any forbearance, act or omission on the part of the Government or any indulgence by the Government to the importers or by any of the matters or things whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing us _____ Bank from our such liability.

Our liability under this bond/guarantee is restricted to Rs. _____ (plus interest and service charges as aforesaid) and it will remain in force till the _____ **day of _____ (month) _____ 197 _____. Unless claims under the bond/guarantee are made in writing within six months of this date and unless a suit or action to enforce these claims is commenced within another six months thereafter i.e. upto _____ all Governments' rights under this bond/guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Yours faithfully,

Place:

Date:

Signature of the Authorised Officer.
of the Bank & Bank's full Address.

(The Bank Guarantee is to be executed on a non-judicial stamp paper, the value of the stamp being adjudicated by the Collector in accordance with the provisions of Section 31 of the Indian Stamp Act, 1899).

*Strike out which is not applicable.

**This date shall be arrived at by adding one month to the date by which all payments are expected to be finalised.

ANNEXURE III

Documents Required from Supplier

At the time of opening L/C:

1. Four completed copies of contract certificate (Annexure VI & VII) with the two copies of contract (or L/C where there is no contract) to the corresponding bank in U.K. within 4 working dates after receiving L/C.

2. At time of payment:

(i) Supplier's invoice (duly signed) original and three photo copies or copies by any other process.

A. The invoice should show the name and address of the importer quantity and detailed description of each item supplied; sales price for each item reflecting all trade discounts the basis of delivery (F.O.B., C. & F. C.I.F. & F.A.S.) of the goods, the sterling cost of any incidental services including delivery services not included in the supplier of marine or transportation insurance and the dollar cost of such insurance.

3. Evidence of shipment:

A. Bill of lading or substitute one copy (or photostat) of ocean or charter party bill of lading or airway bill, or parcel post receipt. The Bill of Lading shall indicate the carrier's statement of charges in whatever currency it is paid.

4. Payment certificate in the form prescribed (Annexure VIII). Three copies duly signed.

5. Additional Documentation:

Such additional or substitute documentation as may be specified from time to time by the Government of India.

ANNEXURE IV

Form of Utilization Report in Respect of U.K. Credits.

(To be furnished separately in respect of each licence).

1. Name of the Importing Firm.
2. Particulars of U. K. Credit.
3. No. & date of the import licence.
4. Value of the Import Licence:
5. Value of the complete contracting documents forwarded so far to the Ministry of Finance (Please give details of Contract Nos. & Value).
6. Value of the Contracts approved by the U.K. Government as notified by the High Commission of India.
7. Payments made to the U.K. Suppliers (Up-to-date).
8. Payments yet to be made in respect of the contracts already approved.
9. Value of further orders intended to be placed on U.K. Suppliers.
10. Surrenders, if any.

Signature of the authorised officer of the
Importing Firm.

ANNEXURE V.

Form of Application for Release of Bank Guarantee

(Application to be submitted by Importer's bank, not by the importer).

To

The Senior Accounts Officer,
Ministry of Finance,
Department of Economic Affairs,
Jeevan Deep Building,
Parliament Street,
New Delhi.

Sir,

We are furnishing below detailed information on the rupee deposits made by us in discharge of our obligations under our Bank Guarantee No. _____ dated _____ for an amount of Rs. _____ with the request that the same may be released and returned to us:

1. The name and full address of the importer/licencee on whose behalf the bank guarantee was furnished.
2. The import licence No., date, value and brief description of the commodities allowed for import thereunder.
3. Particulars of the Authorisation(s) for opening Letters of Credit obtained from the Ministry of Finance:
 - (a) Letter No. and date.
 - (b) Amount of authorisation.
 - (c) U.K. Loan No.
4. Particulars of imports and rupee deposits made (to be given separately for each Letter of Credit—Authorisation),

- (a) Particulars of Letters of Credit opened (No., date, value and the suppliers name);
 (b) Invoice No. and date relative to each Letter of Credit;
 (c) Amount of Invoice (net) in sterling;
 (d) Amount of rupee deposit;
 (e) Relative challan No. and date and the name of Treasury/bank;
 (f) If by demand draft, No. and date of the demand draft and the No. and date of the Letter with which the draft was sent to the State Bank of India, Delhi.

ANNEXURE VI

Appendix C

UNITED KINGDOM/INDIA MIXED IMPORTS LOAN, 1969

CONTRACT CERTIFICATE

Particulars of Contract

1.	Date of Contract	Contract No.	Import Licence No. and Date
2.	Description of goods works and services to be supplied to the Purchaser.	<i>United Kingdom Origin</i>	<i>Non-United Kingdom Origin</i>
3.	Total/estimated/contract price payable by Purchaser.	<i>Sterling</i>	<i>Other Currency if any</i>

		<i>Amount</i>	<i>Description</i>
4.	Estimated amount if any paid (or to be paid) by the Contractor in respect of goods or services of non-United Kingdom origin procured (or to be procured) by the Contractor for the purposes of the Contract.	In respect of non-United Kingdom goods and services.	(a) goods or materials (b) work to be done or services performed in Purchaser's country. (c) know-how. (d) plans, designs and technical documentation. (e) other services.

5. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the Contract, no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraph 4 above.

Signed _____

Position held _____

For and on behalf of _____

(Name and address of Contractor) _____

Date _____

- NOTES: 1. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.
 2. For Chemicals and Allied Products use certificate Appendix C (Chemicals)

5. Amount utilised and balance unutilised (in dollars) in each Letter of Credit Authorisation:

II. We certify that:

(i)* the balance amount of \$_____ available in the authorisation(s) given by the Ministry of Finance has not been utilised/will not be utilised.

or

No letter of credit was opened under the authorisation(s) and the authorisation(s) lapsed.

or

The Letter(s) of credit opened against the authorisation Letter(s) expired/unutilised.

and (ii) Our obligations under the bank guarantee in question have been duly discharged.

III. We request that the Bank guarantee may please be released and returned to us for cancellation.

Yours faithfully,

Authorised Agent.

for and on behalf of the Bank.

*whichever is applicable.

ANNEXURE VII

Appendix C (Chemicals)

UNITED/KINGDOM/INDIA MIXED IMPORTS LOAN, 1969

CONTRACT CERTIFICATE FOR CHEMICAL AND ALLIED PRODUCTS ONLY

1. Date of contract	Contract No.	Import Licence No.	Date
2. Description of Product(s) to be supplied to Purchaser (Note A)	Price £	U. K. Tariff Classification No. (Note B).	Is the product of U. K. Origin? (See Note C) State 'Yes' or 'No'.

3. Total (Estimated) Contract price payable by Purchaser in Sterling £

4. (Declaration) I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate, and that the above information is correct.

Signed _____

Position held _____

Name and address of Contractor _____

Date _____

NOTE

A. This form is only to be used for chemical and allied products most of which are covered by the appropriate sub-headings of Chapters 15, 25, 28, 35 and 37-40 of the U. K. Tariff.

B. See:—

(i) H. M. Customs & Excise Tariff H. M. S. O.

(ii) Classification of Chemicals in Brussels Nomenclature H. M. S. O.

C. (i) A product is regarded as of 'U.K. Origin' if made either or wholly from indigenous U.K. materials or according to the appropriate EFTA qualifying process using imported materials wholly or in part.

(ii) The EFTA qualifying processes are set out in Schedule I of the 'EFTA Compendium for the Use of Exporters', H.M.S.O.

(iii) For the purposes of this declaration it is to be emphasised that the "alternative percentage criterion" DOES NOT APPLY.

(iv) The words "Area Origin" where they appear in the above Schedule must be taken to mean "U. K. Origin" only.

(v) For the purposes of this declaration, the "Basic materials List" (Schedule II) of the (EFTA Compendium) does not apply.

(vi) If a qualifying process is not listed for the material in question, advice should be sought from Loans Administration Section, Finance Department, Ministry of Overseas Development, Eland House, Stag Place, London S.W.1.

D. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEXURE VIII

Appendix E

UNITED KINGDOM/INDIA MIXED IMPORT LOAN, 1969.

PAYMENT CERTIFICATE

I hereby certify that

(1) the payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are to be made in respect of Contract No. _____ dated _____ between the contractor named below and _____ (Purchaser) _____ and are in accordance

with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on_____.

Contractor's Invoice No.	Date	Name and Address of Contractor	Amount £	Short description of goods, works, and/or services.
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(ii) there are included in the above mentioned invoices the following amounts in respect of the non-United Kingdom goods or services specified in paragraph 4 of the contract certificate.

(a) £	(d) £
(b) £	(e) £
(c) £	

(iii) Apart from the amounts specified in paragraph (ii) all the amounts specified in paragraph (i) are payable in respect of goods and services of United Kingdom Origin.

(iv) I have the authority to sign this certificate on behalf of the contractor named below.

Signed _____

Position held _____

For and on behalf of _____

Name and address of Contractor

Date _____

NOTE.—For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

R. J. REBELLO,
Chief Controller of Imports & Exports.

